

### **REMARKS / ARGUMENTS**

In response to the Office Action mailed July 30, 2007, the Examiner's claim rejections have been considered. Applicants respectfully traverse all rejections regarding all pending claims and earnestly solicit allowance of these claims.

#### **1. Claim Rejections – 35 U.S.C. § 112, first paragraph**

The Examiner rejected claims 153 and 162 under 35 USC §112, first paragraph, as failing to comply with the written description requirement. In order to advance prosecution of the pending application, Claims 153 and 162 have been amended to remove the limitation “a new promotional award that is not redeemable for free game play.” Accordingly, Applicants submit that the claims as presented in the amendment conform to all applicable requirements under 35 USC §112 and respectfully request that the rejections be withdrawn.

#### **2. Claim Rejection – 35 U.S.C. § 102**

The Examiner rejected claims 153-155, 157-165, 167-171 under 35 U.S.C. § 102(e) as being anticipated by Walker (US 6,227,972). Applicants respectfully traverse this rejection. For the sake of brevity, the rejections of the independent claims 153 and 162 are discussed in detail on the understanding that the dependent claims are also patentably distinct over the cited art, as they depend directly from their respective independent claims. Nevertheless, the dependent claims include additional features that, in combination with those of the independent claims, provide further, separate and independent bases for patentability.

Applicants respectfully submit that Walker '972 does not anticipate the claimed invention because Walker '972 does not disclose a promotional award that is “configured to change one or more rules of the game by adding one or more game features thereby altering the game from a base game state to an enhanced game state.” Applicants respectfully submit that Walker '972 does not disclose that the expiring prepaid casino card changes one or more rules of the game by adding one or more game features thereby altering the game from a base state to an enhanced state. Walker merely discloses that the expiring prepaid casino card can provide additional play of games. Applicants respectfully submit that providing a player with additional opportunities to

play the same game is not the same as changing the rules of the game to provide additional features. For example, according to the claimed invention, the game may be provided with an additional winning indicia (e.g., bonus symbol or an additional draw of a card) thereby improving the chances that a player will achieve a winning outcome. In contrast, Walker '972 merely discloses that the game may be played multiple times with the same rules. Walker '972 does not provide that the rules of the game may be changed in response to the insertion of the expiring prepaid casino card.

Furthermore, Applicants respectfully submit that an expiring prepaid casino card is not the same as a promotional award. According to one embodiment of the claimed invention, the promotional award is funded with marketing dollars, as opposed to, wagered funds. This distinction is very important in terms of how the money is treated from a regulatory (gaming) standpoint. Promotional awards or marketing money is not regulated by the gaming industry whereas wagered money is closely regulated. For example, promotional awards generally are not directly cashed out for money. Rather, the promotional awards are used to entice a player to play a game by typically providing free play of a game. In sharp contrast, a cashless gaming voucher may be inserted into a gaming device to play a game or the player may directly redeem the voucher for cash. That is, a cashless voucher has a monetary value whereas a promotional award has no monetary value. Given this clear distinction between marketing dollars and wagered funds, one of ordinary skill in the art would not conclude or equivocate marketing dollars with wagered funds. Accordingly, Applicants respectfully submit that an expiring prepaid casino card having a monetary amount is not the same as the claimed new promotional award.

Because Walker '972 does not disclose a "promotional award" that is "configured to change one or more rules of the game by adding one or more game features thereby altering the game from a base game state to an enhanced game state," Applicants respectfully submit that Walker '972 does not anticipate the claimed invention, and Applicants respectfully request withdrawal of the rejection.

**3. Claim Rejections – 35 U.S.C. § 103(a)**

The Examiner has rejected claims 156 and 166 under 35 U.S.C. § 103(a) as being unpatentable over Walker' 972 (US 6,227,972). Applicants respectfully traverse this rejection.

Applicants note that claims 156 and 166 are dependent claims that depend from independent claims 153 and 162, respectively. In light of the arguments submitted in Section 2 of this response, Applicants respectfully submit that dependent claims 156 and 166 are not obvious in view of the combination of Walker '972 and Walker '765 because these references, alone or in combination, fail to teach or suggest all the claimed limitations. Moreover, these dependent claims further recite and define the claimed invention, and thus, are independently patentable. In conclusion, Applicants respectfully submit that the 35 U.S.C. §103(a) rejection of claims 156 and 166 have been overcome.

**CONCLUSION**


Applicants have made an earnest and *bona fide* effort to clarify the issues before the Examiner and to place this case in condition for allowance. Reconsideration and allowance of all of claims 153-171 is believed to be in order, and a timely Notice of Allowance to this effect is respectfully requested.

The Commissioner is hereby authorized to charge the fees indicated in the Fee Transmittal, any additional fee(s) or underpayment of fee(s) under 37 CFR 1.16 and 1.17, or to credit any overpayments, to Deposit Account No. 194293, Deposit Account Name STEPTOE & JOHNSON LLP.

Should the Examiner have any questions concerning the foregoing, the Examiner is invited to telephone the undersigned attorney at (310) 734-3200. The undersigned attorney can normally be reached Monday through Friday from about 9:00 AM to 6:00 PM Pacific Time.

Respectfully submitted,

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